UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

VINCENT J. MESOLELLA
Plaintiff

vs. C.A. NO. 06-331 ML

RAYMOND BOURQUE

ANSWER OF RAYMOND BOURQUE

I. PARTIES

(1) Defendant admits the allegation contained in paragraph 1 of Plaintiff's Complaint.

(2) Defendant admits the allegation contained in paragraph 2 of Plaintiff's Complaint.

II. VENUE

(3) Paragraph 3 states a legal conclusion to which no responsive pleading is required. To the extent that a responsive pleading is required, Defendant denies the allegation.

III. JURISDICTION

(4) Paragraph 4 states a legal conclusion to which no responsive pleading is required. To the extent that a responsive pleading is required, Defendant denies the allegation.

IV. FACTS

(5) Defendant admits the allegation contained in paragraph 5 of Plaintiff's Complaint.

(6) Defendant denies the allegation contained in paragraph 6 of Plaintiff's Complaint.

(7) Defendant denies the allegation contained in paragraph 7 of Plaintiff's Complaint.

(8) Defendant admits receiving the Memorandum attached as Exhibit A. Defendant denies the remainder of the allegation contained in paragraph 8 of Plaintiff's Complaint.

(9) Defendant denies the allegation contained in paragraph 9 of Plaintiff's Complaint.

(10) Defendant denies the allegation contained in paragraph 10 of Plaintiff's Complaint.

(11) Defendant denies the allegation contained in paragraph 11 of Plaintiff's Complaint.

(12) Defendant is without knowledge and/or information sufficient to form a belief as to the truth of the allegation contained in paragraph 12 of Plaintiff's Complaint.

(13) Defendant is without knowledge and/or information sufficient to form a belief as to the truth of the allegation contained in paragraph 13 of Plaintiff's Complaint.

(14) Defendant is without knowledge and/or information sufficient to form a belief as to the truth of the allegation contained in paragraph 14 of Plaintiff's Complaint.

(15) Defendant is without knowledge and/or information sufficient to form a belief as to the truth of the allegation contained in paragraph 15 of Plaintiff's Complaint.

(16) Defendant is without knowledge and/or information sufficient to form a belief as to the truth of the allegation contained in paragraph 16 of Plaintiff's Complaint.

(17) Defendant is without knowledge and/or information sufficient to form a belief as to the truth of the allegation contained in paragraph 17 of Plaintiff's Complaint.

(18) Defendant admits that an application was filed and is without knowledge and/or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 18 of Plaintiff's Complaint.

(19) Defendant denies the allegations contained in paragraph 19 of Plaintiff's Complaint.

(20) Defendant denies the allegation contained in paragraph 20 of Plaintiff's Complaint.

(21) Defendant denies the allegation contained in paragraph 21 of Plaintiff's Complaint.

(22) Defendant denies the allegation contained in paragraph 22 of Plaintiff's Complaint.

(23) Defendant denies the allegation contained in paragraph 23 of Plaintiff's Complaint.

(24) Defendant denies the allegation contained in paragraph 24 of Plaintiff's Complaint.

(25) Defendant denies the allegation contained in paragraph 25 of Plaintiff's Complaint.

(26) Defendant denies the allegation contained in paragraph 26 of Plaintiff's Complaint.

(27) Defendant denies the allegation contained in paragraph 27 of Plaintiff's Complaint.

(28) Defendant admits the allegation contained in paragraph 28 of Plaintiff's Complaint.

(29) Defendant admits that the Operating Agreement referenced in paragraph 29 of Plaintiff's Complaint was circulated; however, no agreement was reached as alleged in paragraph 29.

(30) Defendant denies the allegations set forth in paragraph 30 of Plaintiff's Complaint in that no agreement had been reached.

(31) Defendant denies the allegation contained in paragraph 31 of Plaintiff's Complaint except that Defendant admits that his attorney communicated with Mesolella.

(32) Defendant denies the allegation contained in paragraph 32 of Plaintiff's Complaint except that Defendant admits that his attorney communicated with Mesolella.

(33) Defendant denies the allegation contained in paragraph 33 of Plaintiff's Complaint except that Defendant admits that his attorney communicated with Mesolella.

(34) Defendant denies the allegation contained in paragraph 34 of Plaintiff's Complaint in that no agreement had been reached.

(35) Defendant denies the allegation contained in paragraph 35 of Plaintiff's Complaint.

(36) Defendant denies the allegation contained in paragraph 36 of Plaintiff's Complaint.

(37) Defendant denies the allegation contained in paragraph 37 of Plaintiff's Complaint.

(38) Defendant denies the allegation contained in paragraph 38 of Plaintiff's Complaint.

(39) Defendant admits the allegation contained in paragraph 39 of Plaintiff's Complaint.

(40) Defendant denies the allegation contained in paragraph 40 of Plaintiff's Complaint.

(41) Defendant admits the allegation contained in paragraph 41 of Plaintiff's Complaint.

(42) Defendant denies the allegation contained in paragraph 42 of Plaintiff's Complaint.

(43) Defendant is without knowledge and/or information sufficient to form a belief as to the truth of the allegation as to Mesolella's expectations contained in paragraph 43 of Plaintiff's Complaint.

(44) Defendant denies the allegation contained in paragraph 44 of Plaintiff's Complaint.

(45) Defendant denies the allegation contained in paragraph 45 of Plaintiff's Complaint.

(46) Defendant denies the allegation contained in paragraph 46 of Plaintiff's Complaint.

(47) Defendant admits that Bourque notified Mesolella that he intended to develop the Property. Defendant denies the remainder of the allegations contained in paragraph 47 of Plaintiff's Complaint.

(48) Defendant denies the allegation contained in paragraph 48 of Plaintiff's Complaint.

(49) Defendant is without knowledge and/or information sufficient to form a belief as to the truth of the allegations concerning Plaintiff's beliefs as alleged in paragraph 49 of Plaintiff's Complaint.

(50) Defendant denies the allegation contained in paragraph 50 of Plaintiff's Complaint that there was an agreement between Plaintiff and Bourque.

(51) Defendant denies the allegation contained in paragraph 51 of Plaintiff's Complaint.

(52) Defendant denies the allegation contained in paragraph 52 of Plaintiff's Complaint.

V. CAUSES OF ACTION

COUNT I DECLARATORY JUDGMENT

(53) Defendant incorporates his responses to paragraphs 1-52 as if fully set forth herein.

(54) Paragraph 54 states an opinion of plaintiff to which no responsive pleading is required. To the extent that a responsive pleading is required, Defendant denies the allegation contained in paragraph 54 of Plaintiff's Complaint.

(55) Paragraph 55 states a legal conclusion to which no responsive pleading is required. To the extent that a responsive pleading is required, Defendant denies the allegation.

COUNT II SPECIFIC PERFORMANCE

(56) Defendant incorporates his responses to paragraphs 1-52 as if fully set forth herein.

(57) Defendant denies the allegation contained in paragraph 57 of Plaintiff's Complaint.

(58) Defendant denies the allegation contained in paragraph 58 of Plaintiff's Complaint.

(59) Defendant denies the allegation contained in paragraph 59 of Plaintiff's Complaint.

(60) Defendant denies the allegation contained in paragraph 60 of Plaintiff's Complaint.

(61) Paragraph 61 states a legal conclusion to which no responsive pleading is required. To the extent that a responsive pleading is required, Defendant denies the allegation.

(62) Defendant denies the allegation contained in paragraph 62 of Plaintiff's Complaint.

(63) Paragraph 63 states a legal conclusion to which no responsive pleading is required. To the extent that a responsive pleading is required, Defendant denies the allegation.

(64) Defendant denies the allegation contained in paragraph 64 of Plaintiff's Complaint.

(65) Defendant denies the allegation contained in paragraph 65 of Plaintiff's Complaint.

COUNT III BREACH OF CONTRACT

(66) Defendant incorporates his responses to paragraphs 1-52 as if fully set forth herein.

(67) Defendant denies the allegation contained in paragraph 67 of Plaintiff's Complaint.

(68) Defendant denies the allegation contained in paragraph 68 of Plaintiff's Complaint.

COUNT IV JOINT VENTURE

(69) Defendant incorporates his responses to paragraphs 1-52 as if fully set forth herein.

(70) Defendant denies the allegation contained in paragraph 70 of Plaintiff's Complaint.

(71) Defendant denies the allegation contained in paragraph 71 of Plaintiff's Complaint.

(72) Defendant denies the allegation contained in paragraph 72 of Plaintiff's Complaint.

COUNT V STATUTORY PARTNERSHIP

(73) Defendant incorporates his responses to paragraphs 1-52 as if fully set forth herein.

(74) Paragraph 74 states a legal conclusion to which no responsive pleading is required. To the extent that a responsive pleading is required, Defendant denies the allegation

(75) Defendant denies the allegation contained in paragraph 75 of Plaintiff's Complaint.

(76) Defendant denies the allegation contained in paragraph 76 of Plaintiff's Complaint.

COUNT VI PROMISSORY ESTOPPEL

(77) Defendant incorporates his responses to paragraphs 1-52 as if fully set forth herein.

(78) Defendant denies the allegation contained in paragraph 78 of Plaintiff's Complaint.

(79) Defendant denies the allegation contained in paragraph 79 of Plaintiff's Complaint.

(80) Defendant admits the allegation contained in paragraph 80 of Plaintiff's Complaint, but states that Mesolella was neither promised nor entitled to receive any interest or remuneration.

(81) Defendant denies the allegation contained in paragraph 81 of Plaintiff's Complaint.

COUNT VII FRAUD IN THE INDUCEMENT

(82) Defendant incorporates his responses to paragraphs 1-52 as if fully set forth herein.

(83) Defendant denies the allegation contained in paragraph 83 of Plaintiff's Complaint.

(84) Defendant denies the allegation contained in paragraph 84 of Plaintiff's Complaint.

(85) Defendant denies the allegation contained in paragraph 85 of Plaintiff's Complaint.

(86) Defendant admits the allegation contained in paragraph 86 of Plaintiff's Complaint, but states that Mesolella was neither promised nor entitled to receive any interest or remuneration.

(87) Defendant denies the allegation contained in paragraph 87 of Plaintiff's Complaint.

COUNT VII UNJUST ENRICHMENT

(88) Defendant incorporates his responses to paragraphs 1-52 as if fully set forth herein.

(89) Defendant denies the allegation contained in paragraph 89 of Plaintiff's Complaint.

(90) Defendant denies the allegation contained in paragraph 90 of Plaintiff's Complaint.

(91) Defendant denies the allegation contained in paragraph 91 of Plaintiff's Complaint.

(92) Defendant denies the allegation contained in paragraph 92 of Plaintiff's Complaint.

COUNT VII RECOVERY OF ATTORNEY'S FEES

(93) Defendant incorporates his responses to paragraphs 1-52 as if fully set forth herein.

(94) Paragraph 94 states a legal conclusion to which no responsive pleading is required. To the extent that a responsive pleading is required, Defendant denies the allegation.

(95) Defendant denies the allegation contained in paragraph 95 of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

1. Plaintiff's claims are barred by the doctrine of unclean hands.

2. Plaintiff's claims are barred by the doctrine of waiver.

3. Plaintiff's claims are barred by the doctrine of release.

4. Plaintiff's claims are barred by the doctrine of inadequacy of consideration.

5. Plaintiff's claims are barred by the doctrine of laches.

6. Plaintiff's claims are barred by the doctrine of estoppel.

7. Plaintiff's Complaint fails to state claims against Defendant upon which relief can be granted.

8. Plaintiff's Complaint is barred by the Statute of Frauds, R.I.G.L. §9-1-4.

WHEREFORE, Defendant demands judgment against Plaintiff dismissing the Complaint with prejudice, awarding him his costs and such other and further relief as shall be deemed meet and just.

RAYMOND L. BOURQUE

By his Attorneys,

/S/ Dennis R. Gannon

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Dated: August 21, 2006

DEMAND FOR JURY TRIAL

Defendant hereby demands trial by jury on all issues so triable.

CERTIFICATION

I hereby certify that on the 21st day of August, 2006 a true and accurate copy of the within was sent by electronic means to Anthony J. Bucci, Jr., Esq., 155 South Main Street, Providence, RI 02903

/S/ Dennis R. Gannon

Dennis R. Gannon